



1 EDDIE R. JIMENEZ (CA SBN 231239)  
 2 MATTHEW R. CLARK (CA SBN 271054)  
 3 PITE DUNCAN, LLP  
 4 4375 Jutland Drive, Suite 200  
 5 P.O. Box 17933  
 6 San Diego, CA 92177-0933  
 7 Telephone: (858) 750-7600  
 8 Facsimile: (619) 590-1385

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 10 Attorneys for HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS  
 11 FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-  
 12 THROUGH CERTIFICATES, SERIES 2007-2

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 16 UNITED STATES BANKRUPTCY COURT  
 17 EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION

18 In re Case No. 10-32799  
 19 RODGER LELAND BERZINSKI AND Chapter 13  
 20 JUDITH BERZINSKI, D.C. No. PD-1  
 21 Debtor(s). DECLARATION IN SUPPORT OF  
 22 MOTION FOR RELIEF FROM  
 23 AUTOMATIC STAY  
 24 (11 U.S.C. § 362 and Bankruptcy Rule 4001)

25 HSBC BANK USA, NATIONAL  
 26 ASSOCIATION AS TRUSTEE FOR WELLS  
 27 FARGO ASSET SECURITIES  
 28 CORPORATION, MORTGAGE PASS-  
 29 THROUGH CERTIFICATES, SERIES 2007-  
 30 2,

31 Movant,  
 32 vs.  
 33 RODGER LELAND BERZINSKI AND  
 34 JUDITH BERZINSKI, Debtor(s);  
 35 LAWRENCE J. LOHEIT, Chapter 13 Trustee,  
 36 Respondents.

37 LBR 4001-1 and 9014-1(f)(2)

38 DATE: January 18, 2011  
 39 TIME: 1:00 p.m.  
 40 CTRM: 33

41 501 "I" Street  
 42 Sacramento, CA 95814

43 I, Teresa Diaz-Cochran, declare:

44 1) I am employed as a VP Loan Documentation by Wells Fargo Home Mortgage. I have  
 45 personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could

1 and would competently testify thereto. I am over 18 years of age. I have knowledge regarding HSBC  
2 Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage  
3 Pass-Through Certificates, Series 2007-2's ("Movant") interest in the real property that is the subject  
4 of this Motion.

5       2)     I am employed by Wells Fargo Home Mortgage, the authorized loan servicing agent  
6 for Movant and I am duly authorized to make this declaration on behalf of Movant.

7       3)     I am familiar with the manner and procedures by which Wells Fargo Home  
8 Mortgage's business records are obtained, prepared, and maintained. Those records are obtained,  
9 prepared, and maintained by Wells Fargo Home Mortgage's employees or agents in the performance  
10 of their regular business duties at or near the time, and conditions, and/or events recorded thereon.  
11 The records are made either by persons with knowledge of the matters they record or from  
12 information obtained by persons with such knowledge. I have knowledge and/or access to Wells  
13 Fargo Home Mortgage's business records regarding the Note and Deed of Trust that are the subject  
14 of this action and have personally reviewed these business records prior to executing this  
15 declaration.

16       4)     On or about December 8, 2006, Rodger Leland Berzinski and Judith Berzinski  
17 ("Debtors"), for valuable consideration, made, executed and delivered to Wells Fargo Bank, N.A.  
18 ("Lender") a Note in the principal sum of \$576,000.00 (the "Note"). Pursuant to the Note, Debtors  
19 are obligated to make monthly principal and interest payments commencing February 1, 2007, and  
20 continuing until January 1, 2037, when all outstanding amounts are due and payable. A copy of the  
21 Note is attached to the concurrently served and filed Exhibits to the Declaration in Support of  
22 Motion for Relief From Automatic Stay ("Exhibits") as exhibit A and incorporated herein by  
23 reference.

24       5)     Movant qualifies as the Note Holder and is entitled to payments under the Note.

25       6)     On or about December 8, 2006, Debtors made, executed and delivered to Lender a  
26 Deed of Trust (the "Deed of Trust") granting Lender a security interest in the certain real property  
27 located at 505 Cambridge Drive, Benicia, California 94510 ("Real Property"), which is more fully  
28 described in the Deed of Trust. The Deed of Trust provides that attorneys' fees and costs incurred as

1 a result of the Debtors' bankruptcy case may be included in the outstanding balance under the Note.  
2 The Deed of Trust was recorded on December 19, 2006, in the Official Records of Solano County,  
3 State of California. A copy of the Deed of Trust is attached to the Exhibits as exhibit B and  
4 incorporated herein by reference.

5       7) Subsequently, Lender's beneficial interest in the Deed of Trust was assigned and  
6 transferred to Movant. A copy of the Corporation Assignment of Deed of Trust evidencing the  
7 Assignment of the Deed of Trust to Movant is attached to the Exhibits as exhibit C and incorporated  
8 herein by reference.

9       8) As the loan servicer, Wells Fargo Home Mortgage acts as an agent for Movant and is  
10 responsible for the administration of the loan until the loan is paid in full, assigned to another  
11 creditor, or the servicing rights are transferred. Administering the loan includes sending monthly  
12 payment statements, collecting monthly payments, maintaining records of payments and balances,  
13 collecting and paying taxes and insurance (and managing escrow and impound funds), remitting  
14 monies tendered under the Note to Movant, following up on loan delinquencies, home loan  
15 workouts and home retention programs, and other general customer service functions. Further, in the  
16 event of a default under the terms of the Note or Deed of Trust, Wells Fargo Home Mortgage is  
17 authorized by Movant under the terms of the loan servicing agreement to enforce the terms of the  
18 Deed of Trust.

19       9) The Debtors are in default of their obligations under the Note for failure to make  
20 payments as of December 1, 2009. As of December 6, 2010, the total amount owing under the Note  
21 is the approximate sum of \$624,245.09, representing the principal balance of \$576,000.00, interest in  
22 the sum of \$40,283.02, escrow advances in the amount of \$4,117.49, late charge in the amount of  
23 \$1,377.00, other fees in the amount of \$115.00 and recoverable balance in the amount of \$2,838.82,  
24 less suspense of \$486.24. Further, Movant has incurred additional post-petition attorneys' fees and  
25 costs in bringing the instant Motion. This is an approximate amount for purposes of this Motion  
26 only, and should not be relied upon as such to pay off the subject loan as interest and additional  
27 advances may come due subsequent to the filing of the Motion. An exact payoff amount can be  
28 obtained by contacting Movant's counsel.

1       10) Movant has not received the post-petition payments owing for October 1, 2010  
 2 through December 1, 2010. Accordingly, the post-petition arrears owing under the Note are in the  
 3 approximate sum of \$9,261.78, consisting of three payments of \$3,249.34 and less a suspense  
 4 balance of \$486.24, excluding the post-petition attorneys' fees and costs incurred in filing the instant  
 5 Motion. A copy of the post-petition payment accounting pursuant to Local Rule 4001(d)(1) is  
 6 attached to the Exhibits as exhibit D and incorporated herein by reference.

7       11) Pursuant to L.B.R. 4001(d)(2), on November 10, 2010, Movant caused a letter to be  
 8 sent to Debtors' counsel and the Chapter 13 Trustee advising of the default, and providing an  
 9 opportunity to cure the default. A copy of the default letter is attached to the Exhibits as exhibit E  
 10 and incorporated herein by reference.

11      12) Movant is informed and believes that, based on the Debtors' bankruptcy Schedules,  
 12 the fair market value of the Real Property is no more than \$476,000.00 Copies of Debtors'  
 13 bankruptcy Schedules A and D are collectively attached to the Exhibits as exhibit F and incorporated  
 14 herein by reference.

15      13) Based on the above, under the best case scenario, Movant is informed and believes  
 16 that the equity in the Real Property is as follows:

Fair Market Value:	\$476,000.00
Less:	
Movant's Trust Deed	\$624,245.09
Wells Fargo Bank, N.A.'s Second Mortgage	\$50,000.00
Costs of Sale (8%)	<u>\$38,080.00</u>
Equity in the Property:	\$<236,325.09>

21      14) Pursuant to and upon confirmation of the Debtors' Chapter 13 Plan, the Debtors  
 22 intend to surrender the Real Property in full satisfaction of Movant's secured claim. A copy of  
 23 Debtors' Chapter 13 Plan is attached to the Exhibits as exhibit G and incorporated herein by  
 24 reference.

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1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct. Executed this 15 day of July, 2010, at  
3 Fort Mill, South Carolina.



Teresa Diaz-Cochran

VP Loan Documentation

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